REMARKS

In the Final Office Action, the Examiner rejected claims 1-23. By the present response, Applicant has amended claims 23. These amendments do not add any new matter. Applicant respectfully reserves the right to pursue the claims as originally presented in an appropriate continuing application. Upon entry of these amendments, claims 1-23 remain under examination in the present application and are believed to be in condition for allowance. In view of the foregoing amendments and the following remarks, Applicant respectfully requests reconsideration and allowance of all pending claims.

Claim Rejection under 35 U.S.C. § 101

The Examiner rejected claim 23 under 35 U.S.C. § 101, claiming the invention is directed to non-statutory subject matter. In particular, the Examiner stated that:

> Claim 23 is directed to "a tangible medium having a program for acknowledging a data transfer." A tangible medium *having* a program can reasonably be interpreted as a transmission medium. Claims drawn to components involving signals encoded with functional descriptive material do not fall within any of the categories of statutory subject matter as set forth in 35 U.S.C. 101, and are therefore, ineligible for protection. Language along the lines of "a computer storage medium storing a program..." would be acceptable.

Office Action, page 4 (emphasis in original).

The Applicant respectfully traverses this rejection. Although Applicant does not concede the correctness of the Examiner's reasoning, the Applicant is grateful for the suggested language provided by the Examiner. Applicant has amended independent claim 23 as suggested by the Examiner. Accordingly, Applicant respectfully asserts that independent claim 23 is directed to statutory subject matter and respectfully requests withdrawal of the Section 101 rejection of claim 23.

Claim Rejections Under 35 U.S.C. § 112

In the Final Office Action, the Examiner rejected claims 1-15 under 35 U.S.C. § 112, first paragraph as failing to comply with the enablement requirement. Additionally, the Examiner rejected claims 1-15 and 23 under 35 U.S.C. § 112, second paragraph as being

indefinite for filing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claim 23 was also rejected for lack of antecedent basis. The Applicant respectfully traverses these rejections.

Rejection under Section 112, first paragraph

With respect to the rejection under Section 112, first paragraph, the Examiner stated the claims contain subject matter which was not described in the specification in such a way as to enable one skilled in the art to make and use the invention. *See* Office Action, page 5. Specifically, with respect to claim 1, the Examiner stated:

> Claim 1, recites, "receiving the request for the data transfer *from the first protocol*" (line 8), "*sending* a performance request corresponding to the request for a data transfer *to a third protocol*" (lines 11-12), and "sending an acknowledgement to the first protocol upon the occurrence of the event" (lines 16-17). One or ordinary skill in the art defines a protocol as a set of rules governing the format of messages that are exchanged between computers, and the protocols used in the specification and claims (iScuSi (claim 2), iSER (claim 3), and RDMA (claim 6)) fit with this definition. These specific protocols and protocols in general do not generate, send, or receive requests, nor do they determine what a request contains, Internet Small Computer Interface (iSCSI), for example, is network protocol standard that defines standards that allow SCSI protocol communication over TCP/IP networks. It does not physically do anything; it is essentially a data structure. While the specification recites similar limitations to what is recited in the claims, this does not adequately enable one of ordinary skill in the art to make and use the invention because protocols are being used to carry out process steps without elaboration as to how such steps can be carried out by a set of rules governing the format of messages that are exchanged between computers.

Office Action, pages 5-6. The rejection of independent claim 8 under the first paragraph of Section 112 is substantively the same. Applicant respectfully traverses the rejection.

The Examiner has the initial burden to establish a *reasonable basis* to question the enablement provided for the claimed invention. *In re Wright*, 27 U.S.P.Q.2d 1510, 1513

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(Fed. Cir. 1993). The test for enablement, as set forth by the Supreme Court, is whether the experimentation needed to practice the invention is undue or unreasonable? *Mineral Separation v. Hyde*, 242 U.S. 261, 270 (1916). A patent need not teach, and preferably omits, what is well known in the art. *In re Buchner*, 18 U.S.P.Q.2d 1331, 1332 (Fed. Cir. 1991). The *undue experimentation* test essentially evaluates whether one of reasonable skill in the art can make or use the invention from the disclosures in the patent coupled with information known in the art without undue experimentation. *U.S. v. Telectronics, Inc.*, 8 U.S.P.Q.2d 1217, 1223 (Fed. Cir. 1988). As long as the specification discloses at least one method for making and using the claimed invention that bears a *reasonable correlation* to the entire scope of the claim, then the enablement requirement of section 112 is satisfied. *In re Fisher*, 166 U.S.P.Q. 18, 24 (C.C.P.A. 1970).

Additionally, the pending claims must be given an interpretation that is reasonable and consistent with the *specification. See In re Prater*, 162 U.S.P.Q. 541, 550-51 (C.C.P.A. 1969) (emphasis added); *see also In re Morris*, 44 U.S.P.Q.2d 1023, 1027-28 (Fed. Cir. 1997); *see also* M.P.E.P. §§ 608.01(o) and 2111. Indeed, the specification is "the primary basis for construing the claims." *See Phillips v. AWH Corp.*, 75 U.S.P.Q.2d 1321, 1326 (Fed. Cir. July 12, 2005) (*en banc*). One should rely *heavily* on the written description for guidance as to the meaning of the claims. *See id.*

Moreover, interpretation of the claims must also be consistent with the interpretation that *one of ordinary skill in the art* would reach. *See In re Cortright*, 49 U.S.P.Q.2d 1464, 1468 (Fed. Cir. 1999); M.P.E.P. § 2111. "The inquiry into how a person of ordinary skill in the art understands a claim term provides an objective baseline from which to begin claim interpretation." *See Collegenet, Inc. v. ApplyYourself, Inc.*, 75 U.S.P.Q.2d 1733, 1738 (Fed. Cir. 2005) (quoting *Phillips v. AWH Corp.*, 75 U.S.P.Q.2d 1321, 1326). The Federal Circuit has made clear that derivation of a claim term must be based on "usage in the ordinary and accustomed meaning of the words amongst artisans of ordinary skill in the relevant art." *See id.*

Applicant asserts that one of skill in the art is enabled by the disclosure contained in the specification to make and use the invention without undue experimentation. In particular,

Applicants assert that one of skill in the art would understand the plain language of the claims with respect to the function language and the protocols set forth in the claims. Additionally, Applicants assert that the language used in the claims is fully supported by the specification. Indeed, in this regard, the Applicant thanks the Examiner for recognizing that the specification of the instant application does, in fact, support the features set forth in independent claims 1 and 8. See, e.g., Office Action, pages 5-6 (stating that the specification recites similar limitations to what is recited in the claims).

Furthermore, with respect to one of ordinary skill in the art understanding the plain language of the claims, Applicant asserts that one of ordinary skill in the art would understand that protocols and protocol stacks maybe described as not only providing the rules for communication of data between two networked computers but, also, in terms of functions related to the protocols. Specifically, in communicating the data between the computers, the data is passed through protocols for formatting and other purposes, according to the particular rules set forth by the protocols. The passing of the data to and from the protocols may reasonably be termed, and Applicant respectfully asserts that it is indeed described by those of ordinary skill in the art, "sending" and "receiving" of the data between the protocols, or protocol layers of a protocol stack. This is evidenced not only by the specification of the instant application, but also in the prior art. Specifically, Applicant is submitting an article by Stephen Bearnson entitled, "Communication Basics and Open Data-Link Interface Technology," which clearly shows that protocols may be associated with functional language, including sending and receiving. A copy of Mr. Bearnson's article is attached herewith as Exhibit A. It should be understood that in submitting the article, Applicant is not suggesting that the article has any bearing whatsoever on the patentability of the present application. Rather the article is simply being provided to support the assertion that those of ordinary skill in the art would understand the particular phraseology used in the specification of the present application. As described in the article, "a message from the sender travels down through each layer [of a protocol stack] in segments (or packets). Each layer adds protocol information to the packet of data." Exhibit A, page 3. The "travel" of the packet down through each layer may appropriately be referred to as receiving and sending (or delivering) packets. See Exhibit A, Fig 16, steps 2-5; Fig. 17, steps7-12; pages 9-14. Furthermore, as shown in Fig. 16, the protocol stack may perform additional functions, including checing the

configuration table and dividing the packets into fragments. *Id.* at Fig. 16, steps 2-3. Accordingly, Applicant respectfully assert that one of ordinary skill in the art would be enabled to practice the claimed invention based on the plain language of claims 1 and 8 and, further, would be enabled by the specification, as noted by the Examiner.

As such, Applicant requests withdrawal of the rejection under Section 112, first paragraph, of claims 1 and 8, as well the rejection of all claims depending therefrom.

Rejections under Section 112, second paragraph

With respect to the rejection of claim 1 as being indefinite under the second paragraph of Section 112, the Examiner stated:

> Claim 1, recites, "receiving the request for the data transfer from the first protocol" (line 8), "sending a performance request corresponding to the request for a data transfer to a third protocol" (lines 11-12), and "sending an acknowledgement to the first protocol upon the occurrence of the event" (lines 16-17). It is unclear how a protocol, defined to one of ordinary skill in the art as a set of rules governing the format of messages that are exchanged between computers, can generate, send, or receive requests or determine what a request contains. Protocols do not physically do anything; they are essentially a data structure.

Office Action, page 7. The Examiner rejected claim 8 under substantively the same rationale. Applicant respectfully traverses the rejection of claims 1 and 8 as being indefinite. Additionally, the Examiner rejected claims 1, 8 and 23 as being indefinite as reciting "intended use limitations." Specifically, with respect to claim 1, the Examiner stated:

> Claim 1 additionally recites, "a first protocol for initiation a request for a data transfer" (line 8) and "a second protocol for..." (line 12). These are intended use limitations; language that suggests or makes optional but does not require steps to be performed or does not limit a claim to a particular structure does not limit the scope of a claim or a claim limitation (intended use language being one such example). Therefore, the claims are rendered indefinite as it is unclear what, specifically, the application intends to claim.

Office Action, pages 7-8. Applicants traverse the rejection.

The examiner's focus during examination of claims for compliance with the requirement for definiteness of 35 U.S.C. 112, second paragraph, is whether the claim meets the threshold requirements of clarity and precision, not whether more suitable language or modes of expression are available. *See* M.P.E.P. § 2173.02. Although the Examiner may take exception to the terms used in the claims, the patentee may be his own lexicographer. *Ellipse Corp. v. Ford Motor Co.*, 171 U.S.P.Q. 513 (7th Cir. 1971), *aff'd.* 613 F.2d 775 (7th Cir. 1979), *cert. denied*, 446 U.S. 939 (1980). The Applicant may use functional language, alternative expressions, negative limitations, or any style of expression or format of claim which makes clear the boundaries of the subject matter for which protection is sought. *See* M.P.E.P. §§ 2173.01 and 2173.05; *In re Swinehart*, 160 U.S.P.Q. 226, (CCPA 1971). The Examiner is also reminded not to equate breadth of a claim with indefiniteness. *In re Miller*, 169 U.S.P.Q 597 (CCPA 1971).

The essential inquiry pertaining to the definiteness requirement is whether the claims set out and circumscribe a particular subject matter with a reasonable degree of clarity and particularity. *See* M.P.E.P. § 2173.02. As set forth in Section 2173 of the Manual of Patent Examining Procedure, definiteness of claim language must be analyzed, not in a vacuum, but in light of:

(A) The content of the particular application disclosure;
(B) The teachings of the prior art; and
(C) The claim interpretation that would be given by one possessing the ordinary level of skill in the pertinent art at the time the invention was made.

In reviewing a claim for compliance with 35 U.S.C. 112, second paragraph, the examiner must consider the claim as a whole to determine whether the claim apprises one of ordinary skill in the art of its scope and, therefore, serves the notice function required by 35 U.S.C. 112, second paragraph, by providing clear warning to others as to what constitutes infringement of the patent. *See Solomon v. Kimberly-Clark Corp.*, 55 U.S.P.Q.2d 1279, 1283 (Fed. Cir. 2000). Only when a claim remains insolubly ambiguous without a discernible meaning after all reasonable attempts at construction must a court declare it indefinite. *See Metabolite Labs., Inc. v. Lab. Corp. of Am. Holdings*, 71 U.S.P.Q.2d 1081, 1089 (Fed. Cir.

2004). Accordingly, a claim term that is not used or defined in the specification is not indefinite if the meaning of the claim term is discernible. *See Bancorp Services, L.L.C. v. Hartford Life Ins. Co.*, 69 U.S.P.Q.2d 1996, 1999-2000 (Fed. Cir. 2004).

Applicant respectfully asserts that the recitations in claims 1 and 8 are definite for the purposes of Section 112, second paragraph. In particular, as discussed above, the recitation of functional language associated with protocols, such as "receiving" and "sending," for example, would clearly be understood to one of ordinary skill in the art based not only on the plain language of the claims, but also in view of the specification. As set forth above, Applicant has provided Exhibit A in support of the assertion that the function language would be understood to one of ordinary skill in the art. Accordingly, Applicant respectfully requests withdrawal of the rejection of claims 1 and 8 as being indefinite under Section 112, second paragraph.

Furthermore, with respect to the rejection of claims 1, 8 and 23 as reciting intended use limitations, the Applicant respectfully assert that they do not. In particular, the Applicant reminds the Examiner that functional language does not, in and of itself, render a claim improper. *In re Swinehart*, 169 U.S.P.Q. 226 (C.C.P.A. 1971). A functional limitation must be evaluated and considered, just like any other limitation of the claim, for what it fairly conveys to a person or ordinary skill in the art in the context in which it is used. *See* M.P.E.P § 2173.05(g). As set forth above, the claim language set forth in claims 1, 8 and 23 would clearly be understood to one of skill in the art and, as such, definite. Accordingly, Applicant respectfully requests withdrawal of the rejection under Section 112, second paragraph, of claims 1, 8 and 23 as being indefinite, as well as the withdrawal of the rejection of all claims depending from claims 1, 8 and 23 under Section 112, second paragraph.

Rejection for lack of antecedent basis

The Examiner rejected claim 23 because the recitation "the machine readable medium" lacks antecedent basis. As set forth above, Applicant has amended claim 23 to correct the antecedent basis issue. Accordingly, Applicant respectfully requests withdrawal of the rejection of claim 23 for the lack of antecedent basis.

Rejections Under 35 U.S.C. § 103(a)

In the Final Office Action, the Examiner rejected claims 1-6, 8-18, and 20-23 under 35 U.S.C. § 103(a) as being unpatentable over Gupta, et al., U.S. Publication No. 2004/0156393 (hereinafter "Gupta") in view of Fukae, et al., U.S. Publication No. 2002/0199051 (hereinafter "Fukae"); and rejected claims 7 and 19 under 35 U.S.C. § 103(a) as being unpatentable over Gupta in view of Fukae, as applied to claims 8 and 16, and further in view of Cheriton, et al., U.S. Patent No. 6,675,200 (hereinafter "Cheriton"). Applicant respectfully traverses the rejection.

Legal Precedent

The burden of establishing a *prima facie* case of obviousness falls on the Examiner. *Ex parte Wolters and Kuypers*, 214 U.S.P.Q. 735 (B.P.A.I. 1979). To establish a *prima facie* case, the Examiner must not only show that the combination includes *all* of the claimed elements, but also a convincing line of reason as to why one of ordinary skill in the art would have found the claimed invention to have been obvious in light of the teachings of the references. *Ex parte Clapp*, 227 U.S.P.Q. 972 (B.P.A.I. 1985). In establishing a *prima facie* case for obviousness, "the scope and content of the prior art are to be determined; differences between the prior art and the claims at issue are to be ascertained; and the level of ordinary skill in the pertinent art resolved. Against this background the obviousness or nonobviousness of the subject matter is determined." *KSR Int'l Co. v. Teleflex, Inc.*, 127 S. Ct. 1727, 1729 (2007).

Additionally, as mentioned above, the pending claims must be given an interpretation that is reasonable and consistent with the *specification*. *See In re Prater*, 162 U.S.P.Q. 541, 550-51 (C.C.P.A. 1969) (emphasis added); *see also In re Morris*, 44 U.S.P.Q.2d 1023, 1027-28 (Fed. Cir. 1997); *see also* M.P.E.P. §§ 608.01(o) and 2111. Indeed, the specification is "the primary basis for construing the claims." *See Phillips v. AWH Corp.*, 75 U.S.P.Q.2d 1321, 1326 (Fed. Cir. July 12, 2005) (*en banc*). One should rely *heavily* on the written description for guidance as to the meaning of the claims. *See id.*

In response to previously presented arguments, the Examiner asserted the Gupta reference disclose the feature of determining whether an acknowledgement has been requested by a first protocol. Specifically, the Examiner stated that because Gupta discloses an acknowledgment, there must have been a request. However, such an interpretation of the claims runs contrary to the plain language of the claims, as well as the teachings of the instant application. Therefore, for the benefit of the Examiner, a brief overview of the instant application is provided below.

The instant application is directed to efficiently managing memory buffers in an RDMA environment. In a conventional approach, an application protocol is unable to determine when data has been exchanged between nodes because it is not involved in the actual data movement. *See* specification, paragraph 28. Because of this, no acknowledgment is ever sent or received by the application protocol and data may remain in memory buffers indefinitely. *Id.* at paragraph 29. In accordance with the present techniques, the memory buffers are efficiently managed by the requests for acknowledgement by the application protocol. *Id.* at paragraph 31.

As such, claim 1 recites, "a first protocol for initiating a request for a data transfer; and a second protocol for: receiving the request for the data transfer from the first protocol; *determining whether the request for the data transfer contains a request for acknowledgement of completion of the data transfer;* sending a performance request corresponding to the request for data transfer to a third protocol; and if the request for data transfer does contain a request for acknowledgement of the completion of the data transfer, setting a variable in memory to wait for an event to correspond to the completion of the request for data transfer and sending an acknowledgement to the first protocol upon the occurrence of the event." (Emphasis added). Claim 8 recites, "a first protocol layer for interacting with a consumer; a second protocol layer for: receiving a data exchange request from the first protocol layer; *examining the data exchange request to determine if an acknowledgement request is indicated;* sending a performance request corresponding to the data exchange request to a third protocol layer; and if the data exchange request contains the acknowledgement request, setting a variable in memory to wait for an event that corresponds to the completion of the performance request and sending an acknowledgement to the first

protocol layer upon the occurrence of the event. (Emphasis added). Claim 16 recites, transferring data according to a plurality of protocols; receiving a request for a data transfer according to a first protocol; *determining whether the request for the data transfer contains a request for acknowledgement of completion of the data transfer*; sending a performance request corresponding to the request for data transfer according to a second protocol; and if the request for data transfer does contain a request for acknowledgement of completion of the data transfer, setting a variable in memory to wait for an event corresponding to completion of the data transfer and sending an acknowledgement to the first protocol upon the occurrence of the event. (Emphasis added).

Claim 22 recites, means for receiving a request for a data transfer according to first protocol; *means for determining whether the request for the data transfer contains a request for acknowledgement of completion of the data transfer according to a second protocol*; means for sending a performance request corresponding to the request for data transfer according to a third protocol; and means for setting a variable in memory to wait for an event to correspond to the completion of the performance request and sending an acknowledgement according to the first protocol upon the occurrence of the event if the request for the data transfer does contain the request for acknowledgement of completion of the data transfer. (Emphasis added). Claim 23 recites a first protocol stored on the tangible medium for generating a request for a data transfer; and a second protocol stored on the machine readable medium for: receiving the request for the data transfer from the first protocol; *determining whether the request for the data transfer contains a request for acknowledgement of completion of the data transfer*; sending a performance request corresponding to the request for data transfer to a third protocol; and setting a variable in memory to wait for an event to correspond to the completion of the performance request and sending an acknowledgement to the first protocol upon the occurrence of the event if the request for data transfer does contain a request for acknowledgement of completion of the data transfer. (Emphasis added).

In sharp contrast, the Gupta and Fukae references do not disclose the above recited features. The Gupta reference is directed to a network interface card that is adapted to perform at least one session layer function of a host computer connected to a network. *See* Gupta, abstract. However, the Applicant is unaware of anywhere in the Gupta reference that

discloses a second protocol *determining whether the request for the data transfer contains a request for acknowledgement of the completion of the data transfer*, as set forth in claims 1, 8, 16, 22 and 23. In fact, it appears as though an acknowledgement is sent without any regard as to whether there is a request for acknowledgement. The portion of the Gupta reference cited by the Examiner on this point simply states:

> Upon receiving acknowledgement of the last packet
> being received by the remote location, a notification is sent to
> the ULP FW of the L5NIC, which in return sends a
> connection_send_notifiy message to the host ULP, to confirm
> that the data was received by the remote location.

Id. at paragraph 63, lines 18-22.

As can be seen, there is nothing cited in the Gupta reference of a determination as to whether an acknowledgement of the completion of the data transfer is requested, much less a determination by a second protocol as to whether there is an acknowledgement request. As discussed in the instant application, this request may come from an application protocol which controls the use of buffers and result in more efficient use of buffers. *See* Application, paragraph 31. There is simply no disclosure in the Gupta reference that can reasonably be considered the same as the acknowledgement mechanism described in the specification and set forth in the claims of the instant application. As such, for at least this reason, Applicant respectfully asserts that the Gupta reference does not disclose all the claimed features of claims 1, 8, 16, 22 and 23.

Furthermore, Applicant respectfully asserts that the Gupta reference does not disclose setting a variable in memory to wait for an event to correspond to the completion of the request for data transfer and send an acknowledgement to the first protocol upon the occurrence of the event if the request for data transfer contains a request for acknowledgement of the completion of the data transfer, as set forth in claims 1, 8, 16, 22 and 23.

In the rejection, the Examiner relied upon a theory of inherency for disclosure of the feature by the Gupta reference. The Examiner continues to use a theory of inherency for this

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element in the response to arguments. *See* Office action, page 3. Additionally, the
Examiner's response to arguments revel that the Examiner is using the disclosure of an
acknowledgement being sent in the Gupta reference as evidence that a request is being made
for an acknowledgement and the setting of a variable. *See* Office Action, paragraphs 4-6
(citing to paragraph 63 of the Gupta reference and the acknowledgement).

Applicant respectfully reminds the Examiner that the extrinsic evidence must make
clear that the missing descriptive matter is *necessarily* present in the thing described in the
reference, and that it would be so recognized by persons of ordinary skill. *In re Robertson*,
169 F.3d 743, 49 U.S.P.Q.2d 1949 (Fed. Cir. 1999) (Emphasis Added). The mere fact that a
certain thing *may* result from a given set of circumstances is not sufficient. *Id.* In relying
upon the theory of inherency, the Examiner must provide a basis in fact and/or technical
reasoning to reasonably support the determination that the allegedly inherent characteristic
necessarily flows from the teachings of the applied prior art. *Ex parte Levy,* 17 U.S.P.Q.2d
1461, 1464 (Bd. Pat. App. & Inter. 1990) (emphasis in original). The Examiner, in presenting
the inherency argument, bears the evidentiary burden and must adequately satisfy this
burden. *See id.* Regarding functional limitations, the Examiner must evaluate and consider
the functional limitation, just like any other limitation of the claim, for what it fairly conveys
to a person of ordinary skill in the pertinent art in the context in which it is used. *See*
M.P.E.P. § 2173.05(g); *In re Swinehart*, 169 U.S.P.Q. 226, 229 (C.C.P.A. 1971); *In re
Schreiber*, 44 U.S.P.Q.2d 1429, 1432 (Fed. Cir. 1997). If the Examiner believes the
functional limitation to be inherent in the cited reference, then the Examiner "must provide
some evidence or scientific reasoning to establish the reasonableness of the examiner's belief
that the functional limitation is an inherent characteristic of the prior art." *Ex parte Skinner*, 2
U.S.P.Q.2d 1788, 1789 (Bd. Pat. App. & Inter. 1986).

Applicant respectfully asserts that the Examiner has not provided a basis in fact and/or
technical reasoning to reasonably support the determination that the allegedly inherent
characteristic *necessarily* flows from the teachings of the Gupta reference and, as such, has
not supported the burden of proof for inherency. Indeed, the Examiner relies solely on the
conclusory statement that "a variable is inherently set in memory that corresponds to the
completion of the request otherwise it would not be aware when the last acknowledgement is

received." *See* Office Action, p. 9. However, this is clearly not sufficient and the Gupta reference clearly does not disclose the recited feature expressly, implicitly or otherwise. As such, for this additional reason, the Gupta reference does not disclose all the features of claims 1, 8, 16, 22 and 23.

The Fukae reference fails to overcome the deficiencies of the Gupta reference in this regard. Specifically, the Fukae reference does not disclose determining whether the request for the data transfer contains a request for acknowledgement of completion of the data transfer or setting a variable in memory to wait for an event corresponding to completion of the data transfer and sending an acknowledgement to the first protocol upon the occurrence of the event, as set forth in claims 1, 8, 16, 22 and 23. As such, the Gupta and Fukae references, taken alone or in hypothetical combination, cannot support a *prima facie* case for obviousness under Section 103. Accordingly, Applicant respectfully requests withdrawal of the Section 103 rejection of claims 1, 8, 16, 22 and 23 and allowance of claims 1, 8, 16, 22 and 23, as well as all claims depending therefrom.

For at least the reasons set forth above, Applicant respectfully asserts that a *prima facie* case for obviousness of claims 1, 8, 16, 22 and 23 cannot be supported by the Gupta and Fukae references, taken alone or in hypothetical combination. Accordingly, Applicant respectfully requests withdrawal of the Section 103 rejection of claims 1, 8, 16, 22 and 23, and allowance of the claims along with all claims depending therefrom.

Rejection of Claims 7 and 19 under Section 103

As mentioned above, the Examiner also rejected claims 7 and 19 as being unpatentable over the Gupta reference and Fukae reference and in further view of the Cheriton reference. Applicant respectfully asserts, however, that the Cheriton reference does not overcome the deficiencies of the Gupta and Fukae references with respect to independent claims 1 and 16. In particular, the Cheriton reference does not disclose determining whether the request for the data transfer contains a request for acknowledgement of completion of the data transfer or setting a variable in memory to wait for an event to correspond to the completion of the request for data transfer and sending an acknowledgement to the first protocol upon the occurrence of the event, as set forth in claims 1 and 16. As such, the

Gupta, Fukae and Cheriton references, taken alone or in hypothetical combination do not disclose all the features of claims 1 and 16. Accordingly, Applicant respectfully requests withdrawal of the rejection of claims 7 and 19 based on their respective dependency from claims 1 and 16. Furthermore, Applicant respectfully requests allowance of claims 7 and 19.
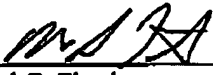
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Conclusion

In view of the remarks and amendments set forth above, the Applicant respectfully requests allowance of the pending claims. If the Examiner believes that a telephonic interview will help speed this application toward issuance, the Examiner is invited to contact the undersigned at the telephone number listed below.

Respectfully submitted,

Date: January 28, 2008

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